



Philip L. Browning  
Director

COUNTY OF LOS ANGELES

## Child Support Services Department



**AGENDA DATE: January 4, 2005**

December 9, 2004

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

**AUTHORIZATION FOR THE LOS ANGELES COUNTY CHILD SUPPORT SERVICES  
DEPARTMENT (CSSD) TO ENTER INTO AN AGREEMENT WITH LABORATORY  
CORPORATION OF AMERICA HOLDINGS (LABCORP) FOR GENETIC TESTING  
FOR DISPUTED PARENTAGE, COURT TESTIMONY AND RELATED SERVICES**

**ALL DISTRICTS  
(3-VOTE)**

**IT IS RECOMMENDED THAT YOUR BOARD:**

1. Approve and instruct the Chair to sign the enclosed Contract with Laboratory Corporation of America Holdings (LabCorp) to perform Genetic Testing for Disputed Parentage, Court Testimony and Related Services. The Contract is for a period of three (3) years commencing on January 22, 2005 or the day after Board approval, whichever is later, at a maximum annual contract amount of \$550,000 fully funded by federal and State revenue. Funding for this contract is included in the FY 2004/2005 Budget. Funding for future years will be included in the Department's budget requests.
2. Delegate authority to the Director of the Child Support Services Department (CSSD) to increase the annual contract amount by 10% if needed without further Board approval. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to increasing the amount by 10%, and the Director will notify the CAO in writing within ten business days after execution.

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3. Delegate authority to the Director of the Child Support Services Department (CSSD) to negotiate, prepare and execute amendments to the contract to extend services with LabCorp for up to two (2) additional one-year periods, for a maximum total contract term of 5 years. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten business days after execution.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:**

The enclosed Contract with LabCorp provides Genetic Testing services essential in identifying paternity for the child support enforcement program for the Los Angeles County Child Support Services Department. The current Contract expires on January 21, 2005.

Pursuant to Code of Federal Regulations (CFR) 45 §303.5(a)(2), establishment of paternity: "For all cases referred to the IV-D agency or applying for services under §302.33 of this chapter, in which the paternity has not been established, the IV-D agency must, as appropriate: Attempt to establish paternity by legal process established under State law." This provision furthermore requires the IV-D agency to identify and use, through competitive procurement, laboratories that perform, at reasonable costs, legally and medically acceptable genetic tests that tend to identify the father or exclude the alleged father. The procurement of LabCorp was conducted in accordance with these regulations, and for the purposes stated therein.

#### **Implementation of Strategic Plan Goals**

The agreement is consistent with the principles of the Countywide Strategic Plan Goal #3 (Organizational Effectiveness) to ensure that service delivery systems are efficient, effective and goal-oriented, Goal #5 (Well-Being of Children and Families) to improve economic well-being, and Goal #6 (Community Services) to improve the quality of life for the residents of Los Angeles County's unincorporated communities by offering a wide range of department coordinated services responsive to each community's specific needs.

#### **FISCAL IMPACT/FINANCING**

The Contract term shall be for a period of three (3) years, commencing on January 22, 2005, or the day after execution of this Contract, whichever is later. Upon mutual agreement of both parties, this Contract shall be renewed automatically for two additional twelve (12) month periods. The State and Federal Government will subvene the associated cost at the rate of one hundred (100) percent. Compensation for the

services for the CSSD shall not exceed \$550,000 annually, without prior approval by the Department Director for the term of the Contract.

Under this Contract, the Los Angeles County Child Support Services Department (CSSD) will only pay for completion of a successful specimen collection; the unit charge will be \$37.50 per specimen collected. Sufficient funds for this Contract are included in Child Support's budget for Fiscal Year 2004-2005 and will be requested in future budgets.

**FACTS AND PROVISIONS/LEGAL REQUIREMENTS:**

Pursuant to §303.5 of CFR 45, IV-D agencies "must identify and use through competitive procurement, laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or exclude the alleged father." As this contracting process is specifically required in §303.5 of CFR 45, this Contract is not subject to Proposition A requirements.

The Chief Administrative Office's Risk Management Section has reviewed and approved the indemnification and insurance provisions of this Contract. It has also been approved as to form by County Counsel.

**CONTRACTING PROCESS:**

Information regarding the Request for Proposals (RFP) was advertised on the Office of Small Business Website; as well as advertised in the Daily News, La Opinion, Los Angeles Sentinel, Los Angeles Times and Los Angeles Watts Times.

Nine (9) companies attended the mandatory Proposers' Conference on August 18, 2004. Proposals were received from the following six (6) companies: DNA Diagnostics Center, Fairfax Identity Laboratories, Laboratory Corporation of America (LabCorp), Long Beach Genetics, Orchid GeneScreen and ReliaGene Technologies, Inc.

Senior Staff from Child Support Services and staff from the Department of Public Social Services reviewed the proposals. LabCorp was selected because their proposal indicates that they have the experience and qualifications to perform the required services with optimal results.

**IMPACT ON CURRENT SERVICES (OR PROJECTS):**

There will be no impact on current services or other County departments.

**CONCLUSION:**

Instruct the Executive Officer-Clerk of the Board to send an executed copy of the Contract to Laboratory Corporation of America Holdings (LabCorp), 1440 York Court Extension, Burlington, North Carolina 27215 and two (2) original copies to the Child Support Services Department, 5770 South Eastern Avenue, 4<sup>th</sup> Floor, Commerce, California 90040, attention Elisha Gardner.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Philip L. Browning", with a stylized flourish at the end.

Philip L. Browning  
Director

PLB:lb

Attachment

c:     Executive Officer, Board of Supervisor  
          Chief Administrative Officer  
          County Counsel



**CONTRACT**

**BY AND BETWEEN**

**COUNTY OF LOS ANGELES  
CHILD SUPPORT SERVICES DEPARTMENT**

**AND**

**LABORATORY CORPORATION OF AMERICA  
HOLDINGS (LABCORP)**

**FOR**

**GENETIC TESTING FOR DISPUTED PARENTAGE, COURT  
TESTIMONY AND RELATED SERVICES**

**CONTRACT BETWEEN**  
  
**COUNTY OF LOS ANGELES**  
**CHILD SUPPORT SERVICES DEPARTMENT**  
  
**AND**  
  
**LABORATORY CORPORATION OF AMERICA**  
**HOLDINGS (LABCORP)**  
  
**FOR**  
  
**GENETIC TESTING FOR DISPUTED PARENTAGE, COURT TESTIMONY AND**  
**RELATED SERVICES**

This Contract and Exhibits made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2004 by and between the Child Support Services Department, hereinafter referred to as County and Laboratory Corporation of America Holdings (LabCorp), hereinafter referred to as Contractor, located at 1440 York Court Extension, Burlington, North Carolina 27215.

**RECITALS**

WHEREAS, 45 CFR 303.5 (2)(c) Mandates that IV-D agencies "must identify and use through competitive procurement laboratories which perform, at reasonable cost, legally and medically acceptable genetic tests which tend to identify the father or exclude the alleged father."

WHEREAS, the Contractor is a private firm specializing in providing Genetic Testing Services; and

WHEREAS, Contractor possesses the necessary skills, competence, and expertise and, therefore, is qualified to perform the desired services; and,

WHEREAS, based upon an open competitive selection process the County has recommended to the Board of Supervisors the Contractor, who is prepared and desires to provide services to the County; and,

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

**1. APPLICABLE DOCUMENTS**

Exhibits A, B, C, D, E, F, G, H, and I are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable,

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goods, service, or other work, or otherwise between the base Contract and Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority:

- 1.1 EXHIBIT A – Statement of Work
- 1.2 EXHIBIT B – Pricing Schedule
- 1.3 EXHIBIT C – Contractor's Proposed Schedule
- 1.4 EXHIBIT D – Contractor's EEO Certification
- 1.5 EXHIBIT E – County's Administration
- 1.6 EXHIBIT F – Contractor's Administration
- 1.7 EXHIBIT G – FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION
- 1.8 EXHIBIT H – Jury Service Ordinance
- 1.9 EXHIBIT I – Safely Surrendered Baby Law

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to Sub-paragraph 8.4 – Change Notices and Amendments and signed by both parties.

## 2. DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein should be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Contract:** Contract executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 **Contractor:** The sole proprietor, partnership, or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.
- 2.3 **Contractor Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.
- 2.4 **County Contract Monitor:** Person with responsibility to oversee the day-to-day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by Contractor.
- 2.5 **Department Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Contract Administrator.
- 2.6 **County Contract Administrator:** Person designated by County Director to manage the operations under this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1<sup>st</sup> and ending the following June 30<sup>th</sup>.

### 3. WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in the *Statement of Work*, Exhibit A.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

### 4. TERM OF CONTRACT

4.1 The Contract term shall be for a period of three (3) years commencing on January 22, 2005 or the day after execution of this Contract, whichever is later.

4.2 The County shall have the option to extend the Contract term for up to two (2) additional one-year periods, for a maximum total Contract term of 5 years. Each such option year shall be exercised individually by the Department Director.

4.3 Contractor shall notify County when this Contract is within six (6) months from the expiration of the first contract term and any additional one-year option period as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the Child Support Services Department (CSSD) at the address herein provided in Exhibit E – County's Administration.

### 5. CONTRACT SUM

5.1 For the services performed under this Contract, Contractor shall be paid according to the rates set forth in the *Pricing Schedule – Exhibit B*.

For each contract year, the maximum contract sum **shall not exceed \$550,000**. For each option year, the maximum contract sum **shall not exceed \$550,000**. The CSSD Director has delegated authority to increase the contract sum by no more than 10% each contract year.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger,

buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's prior written approval.

**5.3** Contractor shall maintain a system of record keeping that will allow Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event,

**5.4** Contractor shall send written notification to the Child Support Services Department at the address herein provided in Exhibit E – County's Administration.

**5.4 Invoices and Payments**

**5.4.1** The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A, Statement of Work* and elsewhere hereunder. The Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract. The Contractor's payments shall be as provided in *Exhibit B – Pricing Schedule*, and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

**5.4.2** It is understood by the parties that workload for the services to be provided under this Contract may change (either increase or decrease) due to increases or decreases in the volume of required services, or additional services directed by the County, or by changes in Federal, State or County program and system requirements.

Contractor shall be responsible for identifying and keeping track of all activity volumes processed. Contractor system reports and manual counts may be used as appropriate to track such activity levels.

The actual count of the number of activities performed by Contractor for a set activity period shall be agreed upon by County's Contract Administrator and Contractor's Project Manager. In the event of a dispute about the correct numbers, the County Contract Administrator shall be the final arbiter.

**5.4.3** Payments for the services provided under this Contract shall be made one month in arrears. Contractor shall submit its paternity testing billing summary invoice to the County Contract Administrator or designee no later than the 10<sup>th</sup> of the month following the month service was rendered. The billing statement shall be in a form approved by the County Contract Administrator and shall meet the following requirements:

- Invoices must be numbered and must contain the court case number; the name of the CSSD's legal representative; the CSSD case number; and the tested person's name.

- Separate accounts numbers will be used for each CSSD division phlebotomy site.
- Monthly invoices will be forwarded to the County Contract Administrator.
- Upon approval by the County Contract Administrator, payments will be processed by the County in a timely manner.

**5.4.4** Payment to Contractor will be made monthly in arrears in amounts specified in this Contract, provided the Contractor is not in default under any provision of the contract and has submitted a complete and accurate statement of payment due, with supporting documentation.

Payment may be subject to deduction for failure to meet performance standards as defined in the contract and the Statement of Work.

Contractor shall submit an original invoice monthly to the County Contract Administrator within thirty (30) calendar days after the end of the month in which services were provided. All invoices under this Contract shall be submitted to the following address:

Child Support Services Department  
Contract Management Division  
Elisha Gardner, Contract Administrator  
5770 South Eastern Avenue. 4<sup>th</sup> floor  
Commerce, California 90040

County will process payment within thirty (30) days after receipt of contractor's billing.

County may delay the last payment due until one (1) month after the termination of the contract. Contractor shall be liable for payment on thirty (30) days written notice of any offset authorized by the Contract not deducted from any payment made by County to Contractor.

## **6. ADMINISTRATION OF CONTRACT – COUNTY**

### **COUNTY ADMINISTRATION**

A Listing of all County Administration referenced in the following Sub-paragraph is designated in *Exhibit E*. The County shall notify the Contractor in writing of any change in the names or addresses shown.

#### **6.1 *County Contract Administrator***

The County Contract Administrator or designee has full authority to supervise Contractor's performance in the daily operation of this Contract, and shall

provide direction to Contractor in areas relating to policy, information and procedural requirements.

The County Contract Administrator or designee shall make changes in the terms and conditions of this Contract in accordance with Sub-paragraph 8.4.

The County Contract Administrator or designee shall have complete and exclusive authority in all substantive questions, including without limitation, interpretation of Federal, State, and local laws, civil procedures, legal process, court rules and administrative regulations.

#### County Division Site Coordinators

County will appoint a liaison person (site coordinator) for each CSSD Division. The County's Site Coordinator's duties include:

- Assist in determining the efficacy of the contractor provided services.
- Review the work and information provided, ensure that transfers of information are timely, and contain all the appropriate information and shall coordinate the transfer of information.
- Shall provide daily assistance to Contractor's personnel as needed.
- Shall advise the County's Contract Administrator of the Contractor's compliance with the specific tasks and requirements.

## 7. ADMINISTRATION OF CONTRACT - CONTRACTOR

### CONTRACTOR ADMINISTRATION

#### 7.1 Contractor's Manager

The Contractor shall provide a full time, Contract Manager in the office servicing the contract to act as a liaison for the Contractor in coordinating the performance under the Contract. The Contractor shall provide to the County in writing the name, address, telephone number, facsimile number, and e-mail address in *Exhibit F*, of the individual designated to act as Contract Project Manager, or any alternate, and provide a current copy of the person's resume at the time the contract is executed and as changes occur.

Minimum qualifications include:

- Five (5) years management experience, at least three (3) years of that experience in managing a laboratory doing genetic testing in disputed parentage cases, court testimony and related service operations.
- Bachelor's degree in Management, Business Administration or related field.
- Ability to motivate staff to complete all required work in a timely and accurate manner.

- Experience in developing creative solutions to complex scientific and case-specific problems.
- Experience in or knowledge of Total Quality Management (TQM) principles and practices.

**7.2 Laboratory Director** - Contractor shall provide a full-time, on-site Laboratory Director who will oversee, provide scientific direction, and prepare all required disputed paternity determinations. The Laboratory Director will ensure that all work is done in accordance with generally accepted scientific procedures as determined by the American Association of Blood Banks for genetic testing for disputed parentage.

Minimum qualifications include:

Doctoral degree in medicine, genetics or a related field.

Five (5) years experience in a genetic laboratory involved in a high-volume disputed paternity testing environment.

Knowledge of California judicial procedures related to presentations of testimony regarding parentage disputes.

Experience in technical supervision of a genetic laboratory.

**7.3 Laboratory Supervisors** - Contractor shall provide full-time, on-site laboratory unit supervisors who will train and direct staff in designated laboratory units. These supervisors will ensure that all work is done in a timely and accurate manner in compliance with scientific standards which comply with child support program regulations and performance standards for genetic testing as approved by the American Association of Blood Banks' accreditation standards. Laboratory supervisors will be under the technical supervision of the Laboratory Director.

Minimum qualifications include:

- Three (3) years experience in supervising a technical staff in a high volume genetic testing setting.
- Experience in the development, maintenance and implementation of laboratory desktop testing procedures.
- Experience in the technical area to be supervised, e.g. phlebotomy, genetic tests, customer service, report preparation, etc.
- Bachelor's degree in medical technology or related field.

## **7.4 Other Contractor Personnel**

- 7.4.1 Personnel provided by the Contractor must be of legal working age.
- 7.4.2 Personnel provided by the Contractor shall present a neat appearance and maintain a respectful, courteous and helpful demeanor.
- 7.4.3 Personnel provided by the Contractor shall furnish and require every on-duty employee to wear a visible photo identification badge identifying employee by name, physical description, and company. Such badge shall display on employee's person at all times he/she is on County designated property.
- 7.4.4 Personnel provided by the Contractor shall be able to read, write, speak and understand English.
- 7.4.5 Personnel provided by the Contractor must assume the responsibility for handling sensitive materials and performing confidential duties. All Contractor personnel used in providing services under this Contract shall sign the **Contractor Employee Acknowledgment, Confidentiality Agreement, Exhibit G1**, before accessing information provided by the County.
- 7.4.6 Contractor shall remove and replace any employee working on this Contract when requested to do so by the County. Request will be submitted to Contractor by County in writing stating the reason(s) for the removal provided that such reason(s) is/are based on reported instances of malfeasance, impropriety or violation of Contractor or County rules by the employee.

## **7.5 Other Key Personnel**

The County and Contractor shall each designate other key personnel to perform services under this Contract.

## **7.6 Background and Security Investigations**

- 7.6.1 At any time prior to or during term of this Contract, the County may require that all Contractor staff performing work under this Contract undergo and pass, to the satisfaction of County, a background investigation, as a condition of beginning and continuing to work under this Contract. County shall use its discretion in determining the method of background clearance to be used, up to and including a County performed fingerprint security clearance. The fees associated with obtaining the background information shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background clearance investigation.

- 7.6.2** County may request Contractor's staff be immediately removed from working on the County Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County conducted background clearance.
- 7.6.3** County may immediately deny or terminate facility access to Contractor's staff who do not pass such investigation(s) to the satisfaction of the County whose background or conduct is incompatible with County facility access, at the sole discretion of the County.
- 7.6.4** Disqualification, if any, of Contractor staff, pursuant to this subparagraph 7.6, shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

## **8. TERMS AND CONDITIONS**

### **8.1 ASSIGNMENT AND DELEGATION OF RIGHTS**

- 8.1.1** Contractor shall not assign its rights or delegate its duties hereunder, either in whole or in part, without the prior written consent of the Los Angeles County Board of Supervisors or the Department Director in the event the Department Director has the delegated authority to consent. Any attempted assignment and/or delegation without said consent shall constitute a default under Section 8.39, Termination for Default, herein and shall be voidable at the election of the County. If Contractor is a corporation, partnership, limited liability company or other entity, then an assignment requiring County's consent hereunder shall also include any sale, exchange, assignment, divestment or change in member, directors or officers giving majority control of Contractor to any person(s) or legal entity other than the majority in control of Contractor at the time of execution of this Contract. Any payments by County to Contractor or its assignee, or acceptance of any payments by County from Contractor or its assignee on any claim under this Contract shall not waive or constitute such County consent.
- 8.1.2** Upon assignment and/or delegation, each and all of the provisions, agreements, terms, covenants and conditions herein contained, to be performed by Contractor, shall be binding upon both Contractor and upon any assignee/delegate thereof.
- 8.1.3** County's consent may be reasonably withheld if, among other things, the proposed assignee fails to meet the requirements for contracting satisfied by the original Contractor and/or the then current County or State contracting requirements for this or similar contracts. County may require, as a condition to its consent to assignment, that the assignee enter into an contract utilizing then current standard County documentation for this or similar Contracts.



Any payments by County to any delegatee or assignee on any claim under this Contract shall reduce dollar for dollar any claims which Contractor may have against County and shall be subject to set-off, recoupment, or other reduction for any claims which Contractor may have against County, whether under this Contract or otherwise.

## **8.2 AUTHORIZATION WARRANTY**

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

## **8.3 BUDGET REDUCTIONS**

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year services provided by the Contractor under the Contract. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board's approval of such actions. The Contractor shall continue to provide all of the services set forth in the Contract.

## **8.4 CHANGE NOTICES AND AMENDMENTS**

The County reserves the right to change any portion of the work required under this Contract or to amend such other terms and conditions, which may become necessary. Any such revisions shall be accomplished in the following manner:

**8.4.1** For any changes which do not affect the scope of work, period of performance, payments, or any other term or condition included under this Contract, a *Change Notice* shall be prepared in writing and signed by the County's Contract Administrator and Contractor's Project Manager.

**8.4.2** For any revision which affects the scope of work, period of performance, payments, or any term and condition included in this Contract, a negotiated modification to this Contract shall be executed in writing by the authorized officials of the Los Angeles County Board of Supervisors and Contractor.

**8.4.3** The County's Board of Supervisors or Chief Administrative Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add/ and/or change such provisions as required by the County's Board of Supervisors or Chief Administrative Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Director.

**8.4.4** The Department Director may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4 – Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department Director.

## **8.5 COMPLAINTS**

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

Within ten (10) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

**8.5.1** The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

**8.5.2** If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

**8.5.3** If, at any time, the Contractor wishes to change the contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

**8.5.4** The Contractor shall preliminarily investigate all complaints and notify the County's Contract Administrator of the status of the investigation within five (5) business days of receiving the complaint.

**8.5.5** When complaints cannot be resolved informally, a system of follow through shall be instituted, which adheres to formal plans for specific actions and strict time deadlines.

## **8.6 COMPLIANCE WITH APPLICABLE LAWS**

- 8.6.1** The Contractor shall comply with all applicable Federal, State and local laws, rules, regulations and ordinances, directives, and all provisions required thereby to be included in this Contract and hereby incorporated herein by reference.
- 8.6.2** The Contractor shall maintain all professional accreditations, licenses and permits required by law for performing services under this Contract. Contractor shall indemnify, defend and hold harmless the County for all costs, liabilities, fines and any other damages resulting from Contractor's failure to comply with this section.
- 8.6.3** The Contractor shall indemnify, defend and hold harmless the County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the Contractor or its employees, agents, or subcontractors of any such laws, rules, regulations, directives or ordinances.

## **8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS**

The Contractor hereby assures that it will comply with subchapter VI of the *Civil Rights Act of 1964*, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, sexual orientation, national origin, age, mental condition or physical handicap, marital status or political affiliation, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – **Contractors' EEO Certification**.

## **8.8 CONFIDENTIALITY**

- 8.8.1** The Contractor shall maintain the confidentiality of all records obtained from the County under this Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The Contractor shall inform all of its officers, employees, and agents and subcontractors providing services hereunder of the confidentiality provision of this Contract. The Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the **"Contractor Employee Acknowledgment, Confidentiality Agreement," Exhibit G1**. The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the **"Contractor Non-Employee Acknowledgment, Confidentiality Agreement", Exhibit G2**.

## **8.9 CONFLICT OF INTEREST**

**8.9.1** No County employee whose position enables him/her to influence the award of this Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by Contractor, or shall have any direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

**8.9.2** The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Sub-paragraph shall be a material breach of this Contract.

## **8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST**

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give **first consideration** for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

## **8.11 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT**

Should Contractor require additional or replacement personnel after the effective date of this Contract, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

## **8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT**

### **8.12.1 Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

### **8.12.2 Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing Contracts the Contractor may have with the County.

### **8.12.3 Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

### **8.12.4 Contractor Hearing Board**

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment.

The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

#### **8.12.5 Subcontractors of Contractor**

These terms shall also apply to (subcontractors/sub consultants) of County Contractors.

#### **8.13 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R PART 76)**

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded or whose principals are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it nor any of its owners, officers, partners, directors or other principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner, director or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

#### **8.14 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT**

The Contractor acknowledges that the County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at the Contractor's place of business. The County's Child Support Services Department (CSSD) will supply the Contractor with the poster to be used.

**8.15 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholdings Order or CSSD Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

**8.16 COUNTY'S QUALITY ASSURANCE PLAN**

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies, which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

**8.17 DISCLOSURE OF INFORMATION AND USE OF COUNTY OR CHILD SUPPORT SERVICES DEPARTMENT NAME**

**8.17.1** Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law or as necessary to effect services. However, in recognizing Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit Contractor from publicizing its role under this Contract within the following conditions:

**8.17.2** Contractor shall develop all publicity material in a professional manner.

**8.17.3** During the term of this Contract, the Contractor, shall not, and shall not authorize another to publish or disseminate commercial advertisements, press releases, opinions or feature articles using

the name of the County without the prior consent of the Contract Administrator.

**8.18 EMPLOYMENT ELIGIBILITY VERIFICATION**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**8.19 FAIR LABOR STANDARDS**

The Contractor shall comply with all applicable provisions of the Federal Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

**8.20 FORCE MAJEURE**

If the Contract cannot be performed by either the County or the Contractor, because of strikes, lockouts, labor disputes, acts of God, governmental restrictions, regulations or controls or other causes, performance shall be excused for a commensurate period.

**8.21 GOVERNING LAW, JURISDICTION AND VENUE**

This Contract shall be governed by, and construed in accordance with the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.



## 8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1** This Contract is by and between the County of Los Angeles and Contractor and is not intended and shall not be construed to create a relationship of agent, servant, employee, joint venture, partnership, or association as between County and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2** Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3** The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Worker's Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.
- 8.22.4** As previously instructed in Sub-paragraph 8.8 – Confidentiality, the Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the ***“Contractor Employee Acknowledgment, Confidentiality Agreement,” Exhibit G1.*** The Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the ***“Contractor Non-Employee Acknowledgment, Confidentiality Agreement”, Exhibit G2.***

## 8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless County, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Contractor's acts and/or omissions arising from and/or relating to this Contract.

## 8.24 INSURANCE

### ***8.24.1 General Insurance Requirements***

Without limiting Contractor's indemnification of the County and during the term of this Contract, the Contractor shall provide and maintain, and shall require all of its sub-contractors to maintain, the following

programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by County, and such coverage shall be provided and maintained at Contractor's own expense.

**8.24.1.1 Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to County shall be delivered to the Child Support Services Department, Elisha Gardner, Contract Administrator, 5770 S. Eastern Avenue, 4<sup>th</sup> Floor, Commerce, California 90040, prior to commencing services under this Contract. Such certificates or other evidence shall:

- (1) Specifically identify this Contract.
- (2) Clearly evidence all coverage's required in this Contract.
- (3) Contain the express condition that County is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.
- (4) Include copies of the additional insured endorsement to the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.
- (5) Identify any deductibles or self-insured retentions for County's approval. The County retains the right to require Contractor to reduce or eliminate such deductibles or self-insured retentions as they apply to County, or, require Contractor to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

**8.24.1.2 Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to the County with an A.M. Best Rating of not less than A: VII, unless otherwise approved by County.

**8.24.1.3 Failure to Maintain Coverage:** Failure by Contractor to maintain the required insurance, or to provide evidence of insurance coverage acceptable to County, shall constitute

a material breach of the contract upon which County may immediately terminate or suspend this Contract. County, at its sole option, may obtain damages from Contractor resulting from said breach. Alternatively, County may purchase such required insurance coverage, and without further notice to Contractor, County may deduct for sums due to Contractor any premium costs advanced by County for such insurance.

**8.24.1.4 Notification of Incidents, Claims or Suits:** Contractor shall report to County:

- (1) Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County. Such report shall be made in writing within 24 hours of occurrence.
- (2) Any third party claim or lawsuit filed against Contractor arising from or related to services performed by Contractor under this Contract.
- (3) Any injury to a Contractor employee which occurs on County property. This report shall be submitted on a County "Non-Employee Injury Report" to the County Contract Administrator.
- (4) Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the terms of this Contract.

**8.24.1.5 Compensation for County Costs:** In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

**8.24.1.6 Insurance Coverage Requirements for Sub-contractors:** Contractor shall ensure any and all sub-contractors performing services under this Contract meet the insurance requirements of this Contract by either:

- (1) Contractor providing evidence of insurance covering the activities of sub-contractor, or
- (2) Contractor providing evidence submitted by sub-contractors evidencing that sub-contractors maintain the required insurance coverage. County

retains the right to obtain copies of evidence of sub-contractor insurance coverage at any time.

## **8.24.2 Insurance Coverage Requirements**

**8.24.2.1 General Liability** insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

**8.24.2.2 Automobile Liability** insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired", and "non-owned" vehicles, or coverage for "any auto."

**8.24.2.3 Workers Compensation and Employers' Liability** insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which Contractor is responsible. If Contractor's employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which Contractor is responsible.

In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease – policy limit :	\$1 million
Disease – each employee:	\$1 million

**8.24.2.4 Professional Liability**. Insurance covering liability arising from any error, omission, negligent or wrongful act of the Contractor, its officers or employees with limits of not less than \$1 million per occurrence and \$3 million aggregate. The coverage also shall provide an extended two-year reporting period commencing upon termination or cancellation of this Contract.

**8.24.2.5 Property Coverage**: Such insurance shall be endorsed naming the County of Los Angeles as loss payee, provide deductibles of no greater than 5% of the property values, and shall include:

Personal Property: Automobiles and Mobile Equipment – Special form (“all risk”) coverage for the actual cash value of County-owned or leased property.

Real Property and All Other Personal Property – Special form (“all risk”) coverage for the full replacement value of County-owned or leased property.

## **8.25 LIQUIDATED DAMAGED**

**8.25.1** If, in the judgment of the Department Head, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. The work not performed and amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Department Health, or his/her designee, in a written notice describing the reasons for said action.

**8.25.2** If the Department Head determines that there are deficiencies in the performance of this Contract that the Department Head deems are correctable by the Contractor over a certain time span, the Department Head will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Department Health may:

- (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.25.3 The action noted in Sub-paragraph 8.25.2 shall not be constructed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.25.4 This Sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or Sub-paragraph 8.25.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

## 8.26 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at process below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

## 8.27 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.27.1 The Contractor certifies and agrees that all persons employed by Contractor, its affiliates, subsidiaries, or holding companies are and will be treated equally by it without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation, and in compliance with all applicable federal and state anti-discrimination laws and regulations.

8.27.2 The Contractor shall certify, to and comply with, the provisions of Exhibit D – **Contractor's EEO Certification**.

8.27.3 The Contractor shall take affirmative action to ensure that qualified applicants are employed and that employees are treated during employment without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation. Such action shall include, but not limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

8.27.4 The Contractor shall deal with its subcontractors, bidders, or vendors without regard to race, religion, ancestry, national origin, sex, sexual orientation, age, condition of physical handicap, marital status or political affiliation.

8.27.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of

race, color, religion, ancestry, national origin, sex, sexual orientation, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

**8.27.6** The Contractor shall allow County representatives access to its employment records during regular business hours to verify compliance with the provisions of this section at the County's requests.

**8.27.7** If County finds that any of these provisions of this Sub-paragraph 8.27 have been violated, such violation shall constitute a material breach upon which County may terminate or suspend this Contract. While County retains the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, any determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that Contractor has violated State or Federal anti-discrimination laws or regulations shall also constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

**8.27.8** In the event Contractor violates the anti-discrimination provisions of this Contract, County shall, at its option be entitled to a sum of Five Hundred Dollars (\$500.), pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating this Contract.

## **8.28 NOTICE OF DELAYS**

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) day, give notice thereof, including all relevant information with respect thereto, to the other party.

## **8.29 NOTICE OF DISPUTES**

The Contractor shall bring to the attention of the County Contract Administrator any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County Contract Administrator is not able to resolve the dispute, the Child Support Services Department Director shall resolve it.

## **8.30 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT**

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall

be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

### **8.31 NOTICES**

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E – County's Administration and F – Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Department Director shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

### **8.32 PROPRIETARY RIGHTS**

All materials, data and other information of any kind obtained from County personnel and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to, and are solely the property of the County. Contractor shall take all necessary measures to protect and secure confidentiality of all such materials, data, reports, and information. The provisions of this section shall survive the expiration or other termination of this Contract.

### **8.33 PUBLIC RECORDS ACT**

**8.33.1** Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Sub-paragraph 8.34-Record Retention and Inspection of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order to court of competent jurisdiction.

**8.33.2** In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a bid marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including



reasonable attorney's fees, in action or liability arising under the Public Records Act.

#### **8.34 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT**

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Contract. All such material, including, but not limited to, all financial records, timecards and other employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.34.1** In the event that an audit of the Contractor is conducted auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.34.2** Failure on the part of the Contractor to comply with any of the provisions of this Section shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.34.3** If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the

County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

### **8.35 RECYCLED BOND PAPER**

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

### **8.36 SUBCONTRACTING**

**8.36.1** The requirements of this Contract may not be subcontracted by the Contractor without the advance written approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

**8.36.2** If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- ☐ A description of the work to be performed by the subcontractor;
- ☐ A draft copy of the proposed subcontract; and
- ☐ Other pertinent information and/or certifications requested by the County.

**8.36.3** The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

**8.36.4** The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

**8.36.5** The County's consent to subcontract shall not waive the County's subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its subcontractors of this County right.

**8.36.6** The County's Contract Administrator is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees.

**8.36.7** The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

**8.36.8** The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by

the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

Child Support Services Department  
Elisha Gardner, Contract Administrator  
Contract Management Division  
5770 South Eastern Avenue 4<sup>th</sup> Floor  
Commerce, California 90040

Before any subcontractor employee may perform any work hereunder.

**8.37 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM**

Failure of the Contractor to maintain compliance with the requirements set forth in Sub-paragraph 8.15 – Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default by the Contractor under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure to cure such default within 90 days of notice by the Los Angeles County Child Support Services Department shall be grounds upon which the Board of Supervisors may terminate this Contract pursuant to Sub-paragraph 8.39 – Termination for Default and pursue debarment, pursuant to County Code Chapter 2.202.

**8.38 TERMINATION FOR CONVENIENCE OF THE COUNTY**

**8.38.1** This Contract may be terminated, by the County, in whole or in part, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery to Contractor of a thirty (30) day prior written *Notice of Termination* specifying the extent to which the performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent to the Contractor Project Manager.

**8.38.2** After receipt of the *Notice of Termination*, and except as otherwise directed by the County, Contractor shall:

- ☐ Stop services under this Contract on the date, and to the extent specified in the *Notice of Termination*; and
- ☐ Complete performance of such part of the work as shall not have been terminated by the *Notice of Termination*;

- Submit to the County, in the form and with any certifications as may be prescribed by the County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than two months from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, the County may determine, on the basis of information available to the County, the amount, if any, due to Contractor in respect to the termination, and such determination shall be deemed final. After such determination is made, the County shall pay Contractor the amount so determined.

**8.38.3** For a period of five (5) years after final settlement under this Contract, the Contractor shall make available to the County, at all reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

## **8.39 TERMINATION FOR DEFAULT**

**8.39.1** The County may, subject to the provisions outlined below, by written notice of default to Contractor, terminate immediately the whole or any part of this Contract in any one of the following circumstances:

- Contractor has materially breached this Contract;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

**8.39.2** In the event the County terminates this Contract, in whole or in part, as provided in Sub-paragraph 8.39.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, services similar to those terminated. The Contractor shall be liable to the County for any excess costs incurred by the County, as determined by the County, for such similar services, including, but not limited to, the acquisition of services from any vendor chosen by the County to fulfill the Contract. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

- 8.39.3** Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Sub-paragraph 8.39.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform unless the services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Sub-paragraph 8.39.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.
- 8.39.4** If, after the County has given notice of termination under the provisions of this Sub-paragraph 8.39, it is determined by the County that the Contractor was not in default under provision of this Sub-paragraph 8.39, or that the default was excusable under the provisions of Sub-paragraph 8.39.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Sub-paragraph 8.38, *TERMINATION FOR CONVENIENCE OF THE COUNTY*.
- 8.39.5** In the event the County terminates this Contract in its entirety due to the Contractor's default as provided in Sub-paragraph 8.39.1, the Contractor and the County agree that the County will have actual damages, which are extremely difficult to calculate and impracticable to fix and which will include, but are not limited to, the County's costs of procurement of replacement services and costs incurred due to delays in procuring such services. Therefore, the Contractor and the County agree that the County shall, at its sole option and in lieu of the provisions of Sub-paragraph 8.39.2, be entitled to liquidated damages from the Contractor, pursuant to California Civil Code Section 1671, in the amount of Five Thousand Dollars (\$5,000) or five percent (5%) of the applicable year's Contract sum, whichever is less, as equitable compensation to the County for such actual damages. This amount of liquidated damages shall be either paid by the Contractor to the County by cash payment upon demand or, at the sole discretion of the CSSD, or designee, deducted from any amounts due to the Contractor by the County, whether under this Contract or otherwise.

These liquidated damages shall be in addition to any credits, which the County is otherwise entitled to under this Contract, and the Contractor's payment of these liquidated damages shall not in any way change, or affect the provisions of Sub-paragraph 8.23 *INDEMNIFICATION*.

- 8.39.6** The rights and remedies of the County provided in this Sub-paragraph 8.39 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.40 TERMINATION FOR IMPROPER CONSIDERATION**

- 8.40.1** The County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by the Contractor.
- 8.40.2** The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.40.3** Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

#### **8.41 TERMINATION FOR INSOLVENCY**

- 8.41.1** The County may terminate this Contract forthwith for default in the event of the occurrence of any of the following:
- ☐ Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code:
  - ☐ The filing of a voluntary petition regarding the Contractor under the Federal Bankruptcy Code;

- ❑ The appointment of a Receiver or Trustee for the Contractor; or
- ❑ The execution by Contractor of a general assignment for the benefit of creditors.

**8.41.2** The rights and remedies of the County provided in Sub-paragraph 8.41 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

**8.42 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE**

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

**8.43 TERMINATION FOR NON-APPROPRIATION OF FUNDS**

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

**8.44 TIMELY COMPLETION**

Time is of the essence in the completion of services and the conveyance of the deliverables to the County as stipulated in the Contract.

**8.45 VALIDITY**

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

#### **8.46 WAIVER**

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this Sub-paragraph 8.46 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

#### **8.47 WARRANTY AGAINST CONTINGENT FEES**

**8.47.1** The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

**8.47.2** For breach of this warranty, the County shall have the right to terminate this Contract and, in its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.

#### **8.48 COMPLIANCE WITH JURY SERVICE PROGRAM**

##### **A. Jury Service Program.**

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made part of this Contract.

##### **B. Written Employee Jury Service Policy.**

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.



2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract Contract and a copy of the Jury Service Program shall be attached to the Contract.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

**8.49 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/  
TERMINATION OF CONTRACT**

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Contract. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a

waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Contract.

#### **8.50 LOCAL SMALL BUSINESS ENTERPRISE PREFERENCE PROGRAM**

This Contract is subject to the provisions of the County's ordinance entitled Local Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

If Contractor has obtained County certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply if Contractor is no longer eligible for certification as a result in a change of their status and Contractor failed to notify the State and the County's Office of Affirmative Action Compliance of this information."

#### **8.51 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW**

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a

prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

**8.52 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW**

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at [www.babysafela.org](http://www.babysafela.org) for printing purposes.

**8.53 PROHIBITION AGAINST INDUCEMENT OR PERSUASION**

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become any employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

**CONTRACTOR**

By \_\_\_\_\_

Name Dr. Ellen S. Moscovitz  
Title Vice President

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_

(Mayor/Chairman), Board of Supervisors

**ATTEST:**

**VIOLET VARONA-LUKENS**  
Executive Officer-Clerk  
Of the Board of Supervisors

By \_\_\_\_\_

**APPROVED AS TO FORM:**

**County Counsel**

By \_\_\_\_\_

Principal Deputy County Counsel

# **EXHIBIT A**

## **STATEMENT OF WORK**

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## STATEMENT OF WORK (SOW)

### 1. INTRODUCTION

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- |                   |                         |
|-------------------|-------------------------|
| ➤ Responsiveness  | ➤ Integrity             |
| ➤ Professionalism | ➤ Commitment            |
| ➤ Accountability  | ➤ A Can-Do Attitude     |
| ➤ Compassion      | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and



education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

#### Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

#### Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Follow-up to ensure appropriate delivery of services

#### Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and

families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

## **2. SCOPE OF WORK**

- 2.1** Contractor shall furnish all personnel services, supplies, materials and equipment necessary to provide ongoing Genetic Testing for Disputed Parentage for absent parents, custodial parents, and other authorized persons and agencies. Services shall meet all legal requirements.
- 2.2** Contractor must perform to the standards in the ***Performance Requirements Summary Chart, Attachment 1.***
- 2.3** Services shall meet all legal requirements to provide Child Support Genetic Testing for Disputed Parentage, Court Testimony and Related Services.
- 2.4** Services shall meet all Federal and State statutes, regulations and CSSD procedures for program operation now in effect, including, specifically, the requirements of the **FEDERAL FAMILY SUPPORT ACT of 1988.**

## **3. QUALITY CONTROL PLAN**

Contractor shall establish and maintain a Quality Control Plan (Plan) to assure the requirements of the Contract are met. The Plan shall be submitted as a part of the proposal. An updated copy must be provided to the County Contract Administrator at the start of the Contract and as changes occur. The Plan shall include but not be limited to the following:

- 3.1** A monitoring system covering all services listed under Performance Requirements, in Paragraph 10 of this Appendix B. It must specify the methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.

The Plan must include the following:

- ☐ Specific activities to be monitored.
- ☐ Methods of monitoring, to include, but not to be limited to, methods of verifying authenticity of reports, methods to ensure quality of services, etc.
- ☐ Frequency of monitoring.
- ☐ Samples of forms to be used in monitoring.

- 3.2** A Disaster Recovery Plan, which demonstrates that in the event of a catastrophe at the Contractor site, Contractor data processing will continue with minimal disruption.

The Disaster Recovery Plan should delineate in detail the steps that the Contractor would take to minimize the disruption of the workflow in the event of a disaster.

The Contractor must conduct a disaster recovery exercise annually.

- 3.3 A record of all inspections conducted by Contractor, to corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification of a problem and completed corrective action shall be provided to the County upon request.

#### 4. QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Sample Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.15, County's Quality Assurance Plan.

- 4.1 The Contractor shall tightly control time intervals of when information is received from the County, the nature of the activities, and when and how the information is transferred back to the County.
- 4.2 Contractor will keep a log, database, or other records that will allow a particular case to be traced when necessary.
- 4.3 Contractor shall maintain a file of all relevant employment information on all personnel providing services to County pursuant to this Contract. This file shall be made available for review if requested by the County during the term of this Contract.
- 4.4 Any Contractor personnel who does not meet the minimum requirements described in the Contract, or does not otherwise satisfactorily complete any interview, shall be immediately replaced by the Contractor.
- 4.5 The County shall evaluate the Contractor's performance under this Contract based on the specific tasks and requirement in this Contract.
- 4.6 The Contractor is required to attend all scheduled monthly meetings.
- 4.7 The County Contract Administrator shall consult with the Contractor's Manager to resolve any problems related to the provision of services. The County's Contract Administrator will review and determine if penalties should be assessed against the Contractor according to the ***Performance Requirements Summary Chart, Attachment 1.***
- 4.8 If a dispute occurs regarding services or penalties under the Contract and such disputes cannot be resolved between the County Contract Administrator and the Contractor's Manager, it will be referred to the Child Support Services Department Director or his/her designee whose decision will be final.

#### 5. CONTRACT DISCREPANCY REPORTS

Every effort shall be made by the County to anticipate and work with Contractor to identify and resolve any problems under the Contract. However, should deviations from

agreed-upon performance occur, in addition to the liquidated damages described below, the Contract Administrator will issue a written **Contract Discrepancy Report, Attachment 1**, describing the nature of the deviation to the Contractor.

- 5.1 Verbal notification of a contract discrepancy will be made to the Contractor's Manager or designee as soon as possible whenever a contract discrepancy is identified. The Contractor's Manager shall immediately resolve the problem.
- 5.2 The County's Contract Administrator will determine whether a formal Contract Discrepancy Report shall be issued.
- 5.3 If a Contract Discrepancy Report is issued, it will be mailed or hand delivered to the Contractor's Manager.
- 5.4 Upon receipt of this document, Contractor is required to respond in writing to the Contract Administrator within the time period specified on the report, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for immediate correction of all failures of performance identified in the Contract Discrepancy Report.

## 6. DEFINITIONS

- 6.1 **ARS** - ACSES Replacement System; the County's automated child support case management system currently in use.
- 6.2 **Public Assistance** - Aid to Families with Dependant Children; a public assistance program which provides cash and other services to families in which at least one parent is absent.
- 6.3 **Child Support Services Department (CSSD)** - Formerly the bureau within the District Attorney's Office responsible for delivery of family support enforcement services under Title IV-D of the Social Security Act. CSSD consists of eight (8) Division Offices, with administrative headquarters located in Commerce, CA.
- 6.4 **Board of Supervisors (BOS)** - The Board of Supervisors of the County of Los Angeles, acting as governing body of proposed service area.
- 6.5 **Child Support Enforcement (IV-D) Program** - Federal program requiring each state and/or local jurisdiction to establish paternity, establish support obligations, locate absent parents, enforce support obligations, and collect and distribute support payments on behalf of all recipients of Public Assistance and Medical Support and all others who apply for services.
- 6.6 **Code of Federal Regulations (CFR) Part 300** - The section of the federal regulations that delineate the mandatory requirements and performance standards for the state or local child support enforcement agency.

- 6.7 **Child Support Officer (CSO)** – Family support caseworkers and representatives.
- 6.8 **Genetic Testing Agent** – The laboratory responsible for genetic testing in disputed parentage cases and providing courtroom testimony in accordance with program requirements.
- 6.9 **Performance Requirements Summary (PRS)** - Identifies and summarizes elements of the Contract the County will evaluate to assure that Contract performance standards are met by Contractor.
- 6.10 **Standard** - Minimum requirement set by **COUNTY** for performing a service or activity.

## 7. RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

### **COUNTY**

#### 7.1 ***Personnel***

The County will administer the Contract according to the Contract, Paragraph 7, Administration of Contract. Specific duties will include:

- 7.1.1 Monitoring the Contractor's performance in the daily operation of this Contract.
- 7.1.2 Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
- 7.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8, Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

#### 7.2 ***County Furnished Items***

- 7.2.1 **Policies/Procedures** - County will provide Contractor personnel with Federal, State, and County laws, regulations, and policies needed for completion of the duties required. County will provide desktop procedures to ensure compliance by the staff with these laws, regulations, and policies and all applicable audit standards.
- 7.2.2 **Personnel, Services/Supplies, Materials** - County shall provide office space necessary to perform all services required by this Statement of Work.
- 7.2.3 **Equipment** – County will provide without cost to Contractor, the use of County desks, chairs, and other necessary office furniture to be utilized

by Contractor in its phlebotomy practice.

Contractor shall provide for the cost of repairs to any and all damages beyond normal wear and tear to County equipment and furnishings arising out of Contractor abuse or carelessness, as determined by County. In addition, Contractor shall provide for replacement costs of County equipment, if replacement is necessary due to loss, theft, or Contractor abuse/carelessness, as determined by County.

## **CONTRACTOR**

### **7.3 Contract Manager**

**7.3.1** Contractor shall provide a full-time Contract Manager or designated alternate. County must have access to the Contract Manager between the hours of 8:00 a.m. and 5:00 p.m. (pacific standard time). Contractor shall provide a telephone number where the Contract Manager may be reached during those hours.

**7.3.2** Contract Manager shall act as a central point of contact with the County. Contract Manager shall demonstrate previous experience in the management of work requirements for facilities similar in size and complexity.

**7.3.3** Contract Manager/alternate shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract. Contract Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

### **7.4 Employee Acceptability**

Prior to the commencement date of this Contract, Contractor shall provide to the County a list of all persons and/or entities it intends to employ in providing services under this Contract, so that the County may do background investigations if it deems necessary.

The County Contract Administrator may, at his sole discretion, direct the Contractor to replace any of the individuals the Contractor has provided within 24 hours, when reasonably requested to do so.

### **7.5 Employee Benefits and Payments**

**7.5.1** Contractor will be solely responsible for providing to, or on behalf of, its employees all legally required employee benefits.

**7.5.2** Los Angeles County shall not assume any liability for the payment of any salaries, wages, benefits or other compensation to, or on behalf of, any personnel provided by the Contractor.

## **7.6 Contractor Furnished Items**

**7.6.1 Personnel, Services/Supplies, Materials** - Contractor shall provide all personnel, services, supplies, and materials (exclusive of County Furnished Items specified in Section 7.2 above) necessary to perform all services required by this Statement of Work.

**7.6.2 Office Equipment** – It is anticipated that the Contractor will already be in possession of necessary laboratory and office equipment. Should the Contractor purchase or lease equipment, for performance of required services, the proposed purchase of any such equipment must receive prior County approval.

**7.6.3 Employee Identification Badges** - Contractor shall provide distinctive identification badges for all of their employees who work on this agreement and go to County facilities for any reason.

## **8. HOURS OF OPERATION**

**8.1** Contractor shall maintain office hours and perform genetic testing for disputed parentage, court testimony, and related services between the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday.

**8.2** Contractor is not required to provide services on County recognized holidays. These holidays may vary from year to year. The Contract Administrator will provide Contractor with a list of holidays for the succeeding year as soon as they are available. In 2004 the holidays are:

New Years Day	Thursday, January 1, 2004
Martin Luther King Jr.'s Birthday	Monday, January 19, 2004
President's Day	Monday, February 16, 2004
Memorial Day	Monday, May 31, 2004
Independence Day	Monday, July 5, 2004
Labor Day	Monday, September 6, 2004
Columbus Day	Monday, October 11, 2004
Veteran's Day	Thursday, November 11, 2004
Thanksgiving Day	Thursday, November 25, 2004
Friday after Thanksgiving	Friday, November 26, 2004
Christmas Day	Friday, December 24, 2004

## **9. SPECIFIC TASKS**

CONTRACTOR shall provide genetic testing for disputed parentage cases, court testimony, and related services.

The services include:

#### 9.1 Genetic Testing for Child Support Cases

The CONTRACTOR shall use a battery of tests, which meets the requirements of the **American Association of Blood Banks**, and California law, selected by CONTRACTOR from the following technologies:

- Red cell antigens
- White cell antigens/Human leukocyte antigens (H.L.A.)
- Serum proteins and red blood cell enzymes
- DNA probes

Testing of genetic markers by the CONTRACTOR shall include the use of multiple systems which result in a cumulative probability of exclusion of at least 99% using the Random Male Not Excluded (RMNE) based calculation and a paternity index of 100 or higher based on tests that entitle the proponent to the presumption of paternity under California law when the paternity index of 100 or higher is present.

For each putative father tested, the CONTRACTOR shall utilize the testing systems needed to reach a finding of non-paternity or, when the putative father is not excluded, to calculate the paternity index at a level of 100 or higher and a majority of the cases should have a combined paternity index greater than 1,000 to 1 and a probability of paternity that exceeds 99.9%.

Findings of non-paternity shall be based on at least one direct exclusion or, in the absence of the direct exclusion, two indirect exclusions.

Computer-assisted analysis shall be reviewed, verified and signed by the Laboratory Director. The Laboratory Director must meet legal qualifications as an **expert** in the field of paternity evaluations. The method of calculation shall be validated. If only manual calculations are done, they shall be done in duplicate. Gene and haplotype frequencies shall have been obtained from examination of ethnic populations of adequate size. All testing shall be in strict accordance with the Standards of Parentage Testing Laboratories as published by the American Association of Blood Banks.

CONTRACTOR shall provide a median turnaround period of 15 calendar days between blood drawing and mailing of report ( ) Maximum 30 calendar days). CONTRACTOR shall supply the results to the person(s) designated by the court order and/or the appropriate CSSD legal representative.

Unless otherwise agreed by COUNTY, CONTRACTOR shall provide qualified personnel, fully trained and ready for work no later than the first Monday following approval of this Agreement by the Board of Supervisors.

CONTRACTOR's services shall be provided at each of the following locations, dates and times provided by the County's Contract Administrator.



Child Support Services Department – Division I  
15531 Ventura Boulevard  
Encino, California 91436

Child Support Services Department – Division II  
5770 South Eastern Avenue  
Commerce, California 90040

Child Support Services Department – Division III  
2934 East Garvey Avenue, Suite 100  
West Covina, California 91791

Child Support Services Department – Division IV  
621 Hawaii Street  
El Segundo, California 90245

Child Support Services Department – Division V  
20221 South Hamilton Avenue  
Torrance, California 90502

Child Support Services Department – Division VI  
1020 East Palmdale Boulevard, 2<sup>nd</sup> Floor  
Palmdale, California 93550

Central Civil West Courthouse  
600 South Commonwealth, 18<sup>th</sup> Floor  
Los Angeles, California 90005

Genetic Testing for criminal child support cases prosecuted in Los Angeles shall be conducted under this agreement, including any necessary testimony in the criminal courts.

Collection sites outside of Los Angeles County shall be arranged by CONTRACTOR at locations reasonably accessible to individuals whose specimen is being collected from.

CONTRACTOR shall provide to the COUNTY not less than weekly electronic updates on all pending cases and those completed within the prior 3 (three) months.

CONTRACTOR shall make reports as required by this Agreement concerning CONTRACTOR's activities as they relate to this Agreement. Should any other reports from CONTRACTOR be deemed necessary to COUNTY, 30 days prior written notification will be made to CONTRACTOR along with the procedures for reporting such information. Should COUNTY request additional reports that require CONTRACTOR to develop information reporting formats or that are markedly more frequent than previously agreed, a change may be made to this Agreement.

## 9.2 Phlebotomy and Chain of Custody Linkage

The CONTRACTOR shall collect DNA samples from persons within Los Angeles County (and any reciprocating jurisdiction) as authorized by CSSD legal representatives, and perform a battery of defined tests in order to determine paternity probability.

The CONTRACTOR shall provide certified phlebotomists to collect DNA samples on a regular schedule at all Child Support Services offices with the exception of the Palmdale office. DNA specimen for cases originating in that office shall take place as determined between the COUNTY and CONTRACTOR.

The CONTRACTOR shall provide all supplies, materials and equipment necessary for phlebotomy practice.

The CONTRACTOR shall be required at the time and place of specimen collection to:

- Determine the donor's identity
- Take a Polaroid photograph of the donor
- Obtain a thumb print of the donor

The CONTRACTOR shall provide a reliable and legal evidentiary chain of custody beginning with the collection of DNA and continuing through the time of completion of the test.

The CONTRACTOR shall transport any and all DNA samples from the place of collection to the CONTRACTOR's testing facilities.

It shall be the exclusive responsibility of the CONTRACTOR to comply with all applicable state and local health regulations, including the appropriate biomedical disposal of phlebotomy paraphernalia.

## 9.3 Transmitting Test Result Information

Genetic testing results (Report of Probable Parentage) will be transmitted to COUNTY's designees in CSSD divisions by the **third** working day after laboratory testing is completed.

A report of test results shall be in understandable terminology and submitted in a format acceptable to the Superior Court of California.

## 9.4 Processing Exceptional Cases

A plan for expeditious genetic testing for high-profile or time-sensitive cases must be prepared by the CONTRACTOR. Such cases may involve phlebotomist travel to various locations within Los Angeles County for DNA specimen collection upon short

notice. Postmortem genetic testing or specimen collection at correctional facilities may be required on infrequent occasions.

9.5 Historical Record Keeping

CONTRACTOR shall maintain a record of the test results for **four (4) years** following completion of the test and furnish a copy to COUNTY upon request.

9.6 Training for CSSD Personnel

CONTRACTOR shall conduct at a minimum on-site, training seminar for CSSD staff and the courts as required by the County Contract Administrator (CCA). As part of such on-site training, the CONTRACTOR shall provide written materials relevant to the oral presentation.

A **manual** detailing procedures and policies shall be developed, maintained, reviewed and updated annually by the CONTRACTOR and provided to the CCA.

9.7 Invoice and Account Payment Information

CONTRACTOR shall submit its paternity testing billing invoice to the Contract Administrator no later than the 10th of the month following the month in which services were rendered. The billing statement shall be in a form mutually agreed upon and approved by the County Contract Administrator.

9.8 Researching Genetic Case

Upon request of authorized CSSD personnel, the courts, or private attorneys, the laboratory must be able to provide complete analysis of testing done in a specified case. Preparing the testing report may be required in the form of an affidavit or other documentation to support paternity establishment action.

9.9 Court Testimony

As required, CONTRACTOR staff will testify as experts in court as to the procedures used for collecting DNA samples, processing DNA samples, and analyzing genetics. Also testify as the custodian of records in providing specific parentage probability data for an individual case. This may require travel to one or several court locations in Los Angeles County by CONTRACTOR staff.

9.10 Customer Service

Receive and respond to telephone and written inquiries from absent parents, custodial persons, and their attorneys regarding their cases, actions taken, payments received, and information on general procedures in genetic testing.

Timely, courteous, accurate Customer Service is a priority in Los Angeles County. Calls must be handled as they are received and every effort must be made to avoid passing the caller from person to person to obtain an answer. All written inquiries must

be acknowledged and the required information provided in a timely, professional manner. Sufficient staff must be provided to ensure that calls and correspondence do not go unanswered.

At all times, customer service representatives must follow the prescribed procedures for verifying the caller's identity and ensuring that federal and state confidentiality requirements are satisfied.

9.11 Processing Interstate/International Cases

Genetic testing on Interstate cases must be coordinated between both the Initiating and Responding jurisdictions. The Initiating Jurisdiction being responsible for payment to the CONTRACTOR. The Responding Jurisdiction is responsible for making the arrangements for the case participants appointments. The testing laboratory is responsible for cooperating with the responding and initiating jurisdictions, DNA specimen collection and the chain of custody on these cases. A copy of the results must be provided to both the Initiating and Responding jurisdictions. If either the parties are represented by legal counsel, a copy of the results must be provided accordingly.

9.12 Processing Motherless cases

Genetic testing on motherless cases is required when the mother is unavailable and only the child(ren) and the alleged father are available for testing. The divisions will schedule the available parties for specimen collection. The testing laboratory is responsible for specimen collection and providing the test results.

9.13 Processing Standard cases

Genetic testing for standard cases are required when all case participants are available for testing. The divisions will schedule the available parties for specimen collection. The testing laboratory is responsible for specimen collection and providing the test result.

9.14 Maintaining Statistical and Contract Compliance Information

Daily, weekly, and monthly statistical reports shall be maintained and provided to the COUNTY's CCA to assist in monitoring CONTRACTOR's compliance with contract performance standards. These reports shall include measurement of all appropriate volumes as well as timeliness of completion of significant activities, and be in a format prescribed by the CCA. Special reports may be requested from CONTRACTOR on items of particular management interest during the term of the contract by the CCA.

9.15 Producing an Annual Report

An annual report of all significant activity including an explanation of the services performed to accomplish each activity will be prepared within 90 days of the end of the contract year. This report will be reviewed with and approved by the CCA prior to publication and should be in a format and of a quality to be presented to the CSSD

Director, member of the Board of Supervisors, and other county, state, and federal officials.

9.16 Completing Special Projects

From time to time special projects are undertaken by CSSD which may require additional CONTRACTOR staffing to accomplish an increased volume of work in genetic testing. CONTRACTOR must have a plan to accommodate such directed activity increases without delays.

9.17 Volume

Approximately 25,334 case participants were collected for genetic testing for Contract Term 2001 through January 2004. This total includes motherless cases. Although this is the number of case participants collected, not all participants appeared for their appointments. The CONTRACTOR should have a plan for testing at low, moderate and high volumes with a pricing/cost analysis for each category, which should include full cases and motherless cases. **Genetic Testing Workload Volume, Technical Exhibit 1.**

10. **PERFORMANCE REQUIREMENTS**

This exhibit lists the required services which will be monitored by County. (Included in this Performance Requirements Summary are the service standards, maximum allowable deviation from perfect performance, and deductions for unacceptable performance).

10.1 ***Contract Monitoring***

Each month Contractor's performance will be compared to the Contract standards and acceptable quality levels (AQLs). AQL is a measure to express the allowable leeway or variance from contract standard, above which County will reject a specific service. An AQL does not imply that Contractor may knowingly perform in a defective way. It implies that County recognizes the fact of unintentional human error. If defective performance exceeds the standards as stated in this section, a **Contract Discrepancy Report, Attachment 2**, shall be issued and deductions and/or other action imposed.

County may evaluate Contractor's performance through any or a combination of the following monitoring methods:

- Random sampling
- 100% inspection
- User complaints
- Review of management reports
- On site surveillance
- Review of County data and records

**10.2      *Criteria for Acceptable and Unacceptable Performance***

Performance of a service listed in the Contract is considered acceptable when the number of discrepancies found by County during Contract monitoring does not exceed the number of discrepancies allowed by the AQL.

**10.3      *Untimely Performance or Re-performance***

For services reviewed by sampling, Contractor will be required to immediately correct those activities found to be unacceptable. The correction of problems found will not improve the overall rating of that service, since the sample represents the entire work required.

**10.4      *Value of Unacceptable Performance***

When performance does not conform with the requirements of this Contract, County will have the right to apply the non-performance deductions pursuant to the ***Performance Requirements Summary Chart, Attachment 1***. These deductions will be based upon the substandard rates established for each activity.

**11.      REGULATIONS AND FORMS**

**11.1      *REGULATIONS***

The following code sections pertaining to child support genetic testing for disputed parentage, court testimony and related services are relevant to the Contract. Some are included for informational purposes only; some set forth requirements that must be adhered to by the Contractor. This list is presented as a guideline for the Contractor and is not meant to be all-inclusive:

45 CFR 303.3, 303.70, 305.33  
Family Code 17000 Section 17505, 17506, 15708, 17512

**11.2      *FORMS***

Exhibits in this Contract include forms that are pertinent to this Contract.

**11.2.1 *Exhibits G1 and G2*** must be completed by the Contractor and all employees/agents of the Contractor who are involved with genetic testing for disputed parentage, court testimony and related services for the County. These forms will be completed prior to the time of the implementation of the Contract.

# ATTACHMENT 1

## PERFORMANCE REQUIREMENTS SUMMARY FOR GENETICS TESTING FOR DISPUTED PARENTAGE, COURT TESTIMONY AND RELATED SERVICES

REQUIRED SERVICE	STANDARD	METHOD OF MONITORING	DEDUCTION FOR SUBSTANDARD PERFORMANCE
Maintain required insurance, bonds and licenses	Current at all times	Periodic inspection	\$2500.00 each month for each month out of compliance; if not corrected after 60 days, cancellation of contract
Maintain accreditation with American Association of Blood Banks	Current at all times	Periodic inspection	\$5000.00 each month for each month out of compliance; if not corrected after 60 days, cancellation of contract
Maintains all test reports, analyses and summaries for cases tested for paternity probability for four (4) years	Current at all times; accessible within two working days	Random sampling	\$500.00 for each report not so maintained
Maintains a procedure manual for office and laboratory practices	Current at all times	Periodic inspection	\$1000.00 each month for each month out of compliance; if not corrected after 30 days, \$2000.00; if not corrected after 60 days invoke dispute resolutions
Phlebotomy services at designated CSSD sites	On-time services to persons being tested at CSSD sites	On-site monitoring	\$1000.00 for each untimely or missed draw date at CSSD site
Appropriate identification and chain of custody procedures for DNA samples in tested cases	Current at all times	On-site monitoring and periodic inspection	\$1000.00 for each case not in compliance
Provide timely paternity test report on inclusion or exclusion	In understandable language; and, within three (3) working days of completion of testing procedures	No complaints	\$500.00 for each report not in compliance
Maintain confidentiality of information	At all times	No complaints	\$2000.00 per instance, immediate removal of culpable employee; indemnification to COUNTY for any loss or costs suffered by COUNTY

REQUIRED SERVICE	STANDARD	METHOD OF MONITORING	DEDUCTION FOR SUBSTANDARD PERFORMANCE
Provide expert testimony in judicial/deposition proceedings	On-time at designated courthouse or other specified location	No complaints	\$5,000.00 for each instance of non-compliance; indemnification to COUNTY for any loss or costs suffered by COUNTY
Provide annual training seminar to CSSD staff on paternity testing	Training by qualified CONTRACTOR staff at designated CSSD locations	On-site monitoring	\$1000.00 for non-performance
Courteous letter, personal or telephone service to customers	Prompt response to customer inquiries in businesslike manner	Random sampling; no complaints	\$50.00 for each instance of non-compliance
Produce annual report	Produce report within 90 days of end of contract year	On-site monitoring	\$1000.00 for non-compliance



CONTRACT DISCREPANCY REPORT

To: \_\_\_\_\_

From: \_\_\_\_\_

Dates: \_\_\_\_\_

Prepared: \_\_\_\_\_

Returned by Contractor: \_\_\_\_\_

Action Completed: \_\_\_\_\_

DISCREPANCY OR PROBLEMS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of County Contract Administrator

\_\_\_\_\_  
Date

CONTRACTOR RESPONSE (Cause and Corrective Action):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Signature of (Contractor) Contract Manager

\_\_\_\_\_  
Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

COUNTY ACTIONS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Contractor Notified of Action:

\_\_\_\_\_  
Name of County Contract Administrator

\_\_\_\_\_  
Signature of Contract Manager

## PROPOSAL PRICE FORM

## A. STANDARD SERVICE

## FEE

1. **STANDARD CASE**  
(Specimen Collection Price Per Person) \$ 37.50
2. **MOTHERLESS CASES**  
(Specimen Collection Price Per Person) \$ 37.50
3. **INTERSTATE CASES**  
(Specimen Collection Price Per Person) \$ 37.50
4. **INTERNATIONAL CASES** \$ 37.50

B. OTHER(describe): Not Applicable  
(Charges not included above)

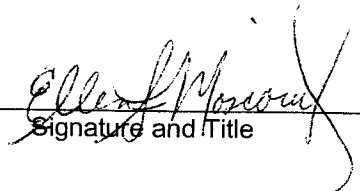
\$ 0.00

Laboratory Corporation of America Holdings (LabCorp)

Laboratory Name

1440 York Court Extension, Burlington, North Carolina 27215

Address, Phone Number (800) 742-3944, Extension 6731

  
Signature and Title

Dr. Ellen S. Moscovitz, Vice President  
Print Name

Signature and Title

Lisa M. Hartley, Business Manager  
Print Name

***CONTRACTOR'S PROPOSED SCHEDULE***

***NOT ATTACHED TO CONTRACT***

# CONTRACTOR'S EEO CERTIFICATION

EXHIBIT D

Laboratory Corporation of America Holdings (LabCorp)  
Company Name

1440 York Court Extension, Burlington, North Carolina 27215  
Address

13-3757370  
Taxpayer I.D. Number

## GENERAL

In accordance with provisions of §4.32.010, et seq. of the *Los Angeles County Code*, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies, are and will be treated equally by the firm without regard to, or because of, race, religion, ancestry, national origin, or sex, and in compliance with all anti-discrimination laws of the United States of America and the State of California.

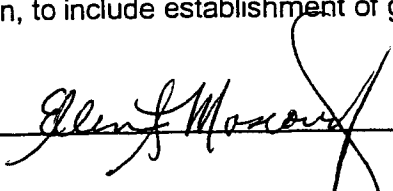
## CERTIFICATION

YES

NO

- |  |       |     |
|--|-------|-----|
| 1. Contractor has a written policy statement prohibiting discrimination in all phases of employment.   | ( x ) | ( ) |
| 2. Contractor periodically conducts a self analysis or   | ( x ) | ( ) |
| 3. Contractor has a system for determining if its employment practices are discriminatory against protected groups.  | ( x ) | ( ) |
| 4. When areas are identified in its employment practices, and Proposer has a system for taking reasonable corrective action, to include establishment of goals and timetables. | ( x ) | ( ) |

Signature



September 15, 2004

Date

Dr. Ellen S. Moscovitz, Vice President & General Manager  
Name and Title of Signer (please print)

**COUNTY'S ADMINISTRATION**

CONTRACT NO. \_\_\_\_\_

**COUNTY CONTRACT ADMINISTRATOR:**

Name: Elisha Gardner, Chief  
Section: Contract Management Division  
Address: 5770 South Eastern Avenue, Commerce, CA 90040  
Telephone: (323) 889-3414  
Facsimile: (323) 869-0343  
E-Mail Address: [egardner@childsupport.co.la.ca.us](mailto:egardner@childsupport.co.la.ca.us)

**COUNTY'S CONTRACT PROJECT MONITOR**

Name: Linda Billups, Contract Analyst  
Section: Contract Management Division  
Address: 5770 South Eastern Avenue, Commerce, CA 90040  
Telephone: (323) 889-3366  
Facsimile: (323) 869-0343  
E-Mail Address: [lbillups@childsupport.co.la.ca.us](mailto:lbillups@childsupport.co.la.ca.us)

**CONTRACTOR'S ADMINISTRATION**

Laboratory Corporation of America Holdings (LabCorp)

**CONTRACTOR'S NAME**

CONTRACT NO. \_\_\_\_\_

**CONTRACTOR'S PROJECT MANAGER:**

Name: Dr. Ellen S. Moscovitz  
Title: Vice President & General Manager  
Address: 1440 York Court Extension  
Burlington, North Carolina 27215  
Telephone: (800)742-3944, Extension 67311  
Facsimile: (336)436-7365  
E-Mail Address: moscove@labcorp.com

**CONTRACTOR'S AUTHORIZED OFFICIAL (S)**

Name: Dr. Ellen S. Moscovitz  
Title: Vice President & General Manager  
Address: 1440 York Court Extension  
Burlington, North Carolina 27215  
Telephone: (800)742-3944, Extension 67311  
Facsimile: (336)436-7365  
E-Mail Address: moscove@labcorp.com

Name: Lisa M. Hartley  
Title: Business Manager  
Address: 1440 York Court Extension  
Burlington, North Carolina 27215  
Telephone: (800)742-3944, Extension 67447  
Facsimile: (336)538-6572  
E-Mail Address: Lisa\_Hartley@labcorp.com

**Notices to Contractor shall be sent to the following address:**

Name: Lisa M. Hartley  
Title: Business Manager  
Address: 1440 York Court Extension, Burlington, North Carolina 27215

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CONTRACT FOR  
\_\_\_\_\_  
SERVICES

**CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY,  
AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County, and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_



CONTRACT FOR  
\_\_\_\_\_ SERVICES

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT,  
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

*(any reference to Copyright Assignment would apply to  
Information Technology Contracts only)*

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

\_\_\_\_\_  
CONTRACTOR NAME

Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

**GENERAL INFORMATION:**

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement.

**NON-EMPLOYEE ACKNOWLEDGEMENT:**

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

**CONFIDENTIALITY AGREEMENT:**

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

Initials of Signer \_\_\_\_\_

Contractor Name \_\_\_\_\_ Contract No. \_\_\_\_\_

Non-Employee Name \_\_\_\_\_

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

#### COPYRIGHT ASSIGNMENT AGREEMENT

I agree that all materials, documents, software programs and documentation, written designs, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, and other information and/or tools of all types, developed or acquired by me in whole or in part pursuant to the above referenced contract, and all works based thereon, incorporated therein, or derived therefrom shall be the sole property of the County. In this connection, I hereby assign and transfer to the County in perpetuity for all purposes all my right, title, and interest in and to all such items, including, but not limited to, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof. Whenever requested by the County, I agree to promptly execute and deliver to County all papers, instruments, and other documents requested by the County and to promptly perform all other acts requested by the County to carry out the terms of this agreement, including, but not limited to, executing an assignment and transfer of copyright in a form substantially similar to Exhibit M1, attached hereto and incorporated herein by reference.

The County shall have the right to register all copyrights in the name of the County of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the County's right, title, and interest, including, but not limited to, copyrights, in and to the items described above.

I acknowledge that violation of this agreement may subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_/\_\_\_\_/\_\_\_\_

PRINTED NAME: \_\_\_\_\_

POSITION: \_\_\_\_\_

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.010 Findings.**

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies.

**2.203.020 Definitions.**

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
  - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
  - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
  - 3. A purchase made through a state or federal contract; or
  - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-3700 or a successor provision; or
  - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, section 4.4.0 or a successor provision; or

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

6. A purchase card pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section P-2810 or a successor provision; or
  7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section A-0300 or a successor provision; or
  8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if the lesser number is a recognized industry standard as determined by the chief administrative officer or the contractor has a long-standing practice that defines a full-time schedule as less than 40 hours per week.

**2.203.030 Applicability.**

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable.

**2.203.040 Contractor Jury Service Policy.**

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

**2.203.050 Other Provisions.**

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract.

Title 2 ADMINISTRATION  
Chapter 2.203.010 through 2.203.090  
CONTRACTOR EMPLOYEE JURY SERVICE

**2.203.060 Enforcement and Remedies.**

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor.

**2.203.070. Exceptions.**

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
  1. Has ten or fewer employees during the contract period; and,
  2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
  3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

**2.203.090. Severability.**

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect.

## SAFELY SURRENDERED BABY LAW

# **No shame.**

# **No blame.**

# **No names.**

**Newborns can be safely given up  
at any Los Angeles County  
hospital emergency room or fire station.**



**In Los Angeles County:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**State of California**  
Gray Davis, Governor

**Health and Human Services Agency**  
Grantland Johnson, Secretary

**Department of Social Services**  
Rita Saenz, Director



**Los Angeles County Board of Supervisors**

Gloria Molina, Supervisor, First District

Yvonne Brathwaite Burke, Supervisor, Second District

Zev Yaroslavsky, Supervisor, Third District

Don Knabe, Supervisor, Fourth District

Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

### **What is the Safely Surrendered Baby Law?**

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

### **How does it work?**

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

### **What if a parent wants the baby back?**

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

### **Can only a parent bring in the baby?**

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

### **Does the parent have to call before bringing in the baby?**

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

### **Does a parent have to tell anything to the people taking the baby?**

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

### **What happens to the baby?**

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

### **What happens to the parent?**

Once the parent(s) has safely turned over the baby, they are free to go.

### **Why is California doing this?**

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

### **A baby's story**

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

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**Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.**

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***It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.***



# **Sin pena. Sin culpa. Sin peligro.**

**Los recién nacidos pueden ser entregados  
en forma segura en la sala de emergencia de  
cualquier hospital o en un cuartel de bomberos  
del Condado de Los Angeles.**



**En el Condado de Los Angeles:**

**1-877-BABY SAFE**

**1-877-222-9723**

**[www.babysafela.org](http://www.babysafela.org)**



**Estado de California**  
Gray Davis, Gobernador

**Agencia de Salud y Servicios Humanos**  
(Health and Human Services Agency)  
Grantland Johnson, Secretario

**Departamento de Servicios Sociales**  
(Department of Social Services)  
Rita Saenz, Directora



**Consejo de Supervisores del Condado de Los Angeles**

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

### **¿Qué es la Ley de Entrega de Bebés Sin Peligro?**

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

### **¿Cómo funciona?**

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

### **¿Qué pasa si el padre/madre desea recuperar a su bebé?**

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

### **¿Sólo los padres podrán llevar al recién nacido?**

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

### **¿Los padres deben llamar antes de llevar al bebé?**

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

### **¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?**

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

### **¿Qué ocurrirá con el bebé?**

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

### **¿Qué pasará con el padre/madre?**

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

### **¿Por qué California hace esto?**

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

### **Historia de un bebé**

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

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**Cada recién nacido merece una  
oportunidad de tener una vida saludable.  
Si alguien que usted conoce está pensando  
en abandonar a un recién nacido, infórmele  
qué otras opciones tiene.**

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***Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.***